

LONG-TERM CARE INSURANCE

This plan helps with the cost of Long-Term Care during a prolonged or chronic illness, such as arthritis, paralysis due to stroke, a *cognitive impairment* due to aging, or serious accident.

This policy covers *you* and *your spouse* and continues after *you* retire.

NOTE: Italicized words have specific meaning and are defined in this brochure.

Eligibility

This plan covers all members under the Local 183 Members' Benefit Trust Fund and Local 183 Retiree Benefit Trust Fund.

You are eligible if *you*:

- a)** are an active or retired union member over age 18 in benefit; or
- b)** are the *spouse* of an eligible active or retired union member; and
- c)** are not eligible for a Basic Daily Benefit claim as of the effective date of the policy.

Your spouse becomes eligible for coverage at the same time as *you* (or when they become *your spouse*) provided he/she is not eligible for a Basic Daily Benefit claim at that time. *Your spouse's* eligibility ends when *your* own eligibility ends, except in the case of *your* death while in benefit. *Your spouse's* eligibility will be extended for a period of 2 years commencing on the date of *your* death, provided *you* were eligible for coverage on the date of *your* death.

Elimination Period

For each period during which *you* or *your spouse* are eligible for the Basic Daily Benefit there is no coverage for the first 90 days. The waiting period or elimination period commences on the first documented day that *you* meet the conditions for benefits under this policy. After this continuous 90-day period benefits will be payable as long as *you* continue to be eligible for the Basic Daily Benefit (subject to the Lifetime Maximum).

If *you* become eligible for the Basic Daily Benefit, recover and then become eligible for the Basic Daily Benefit again, the second period of care will be considered a continuation of the first one if the two periods are less than 180 days apart and occur as the result of related causes. Any periods of care which do not meet these conditions will be considered a new period of care and a new elimination period will apply each time.

Benefits

This Plan pays a **Basic Daily Benefit of \$50** if *you* are unable to perform 2 or more *activities of daily living*; or *you* need *assistance* to protect yourself from threats to health and safety as the result of a *cognitive impairment*

The Plan pays an **Additional Daily Benefit of up to \$100 per day** toward expenses for eligible Home Care or *Home Health Care Services*.

Benefits start after the 90-day elimination period and continue as long as *you* are eligible for the Basic Daily Benefit, (subject to the Lifetime Maximum).

Respite Care: If *you* are receiving benefits under the Basic Daily Benefit section of this policy the insurer will pay an additional daily benefit of up to **\$100 per day** for a maximum of 14 days in each 12-month period following the date of the claim for actual costs incurred for additional home care or *home health care services* provided by a licenced agency when the insured person's primary unpaid caregiver requires relief from providing such care. Unused portions of this benefit cannot be carried forward.

Home Modification

If *you* are eligible for a claim under the Basic Daily Benefit of this policy, the Plan will pay up to \$500 per period of care for the costs incurred within 60 days of eligibility for modifications to *your* primary residence to install safety equipment such as safety handrails, grab bars and ramps.

Grief Counselling Benefit

If *you* are eligible for a claim under the Basic Daily Benefit and subsequently die during the coverage period, the Plan will pay up to \$1,000 per period of care for the costs incurred within 365 days of *your* death for grief counselling of *your* surviving *spouse*/caregiver and/or *dependent children*, provided by a therapist or counsellor.

The Lifetime Maximum is \$300,000 per person.

Benefit Eligibility

To be eligible for a Basic Daily Benefit Claim under this plan, *you* must be:

- a)** unable to perform 2 or more *activities of daily living*; or
- b)** in need of *assistance* to protect *you* from threats to health and safety for a *cognitive impairment*.

Activities of Daily Living

1. Bathing – the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of assistive devices.
2. Dressing – the ability to put on and remove necessary clothing, braces, artificial limbs or other surgical appliances with or without the aid of assistive devices.
3. Toileting – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices.
4. Bladder and bowel continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
5. Transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices.
6. Feeding – the ability to consume food or drink that already has been prepared and made available, with or without the use of assistive devices.

Eligible Expenses

The Basic Daily Benefit of \$50 is payable regardless of expenses incurred.

The Additional Daily Benefit and Respite Care payments are based on *your* actual expenses incurred each day up to the *sum insured*.

Home Modification and Grief Counselling expenses are payable up to the *sum insured* limit for each benefit for actual costs.

If the expenses are less than *sum insured* amount, the Plan will reimburse the actual expenses. If the expenses are more than the *sum insured* limit, the Plan will only reimburse the *sum insured* limit per benefit.

The following expenses are eligible for the Additional Daily Benefit up to the Lifetime Maximum when not covered by *your* government health insurance plan.

Home Care Services: Medically necessary services recommended for the insured person by the *care coordinator* as part of the *plan of care* provided in the insured person's home that is primarily for the purpose of providing *assistance* with the *activities of daily living* and to allow the insured person to remain safely in his/her home and includes:

- a)** ambulation (walking/moving) and exercise;
- b)** administration of self-administered medications;
- c)** reporting changes in conditions or needs;
- d)** any care for the purpose of providing *assistance* to a *chronically ill* insured person;
- e)** a program of social and health-related services for 5 or more participants provided during the day in a community group setting appropriately licenced, if required, in the jurisdiction where it is located, under the supervision of a nurse for the purpose of supporting frail, impaired, elderly or otherwise disabled adults who can benefit from such care in a group setting and should provide, or arrange to provide, necessary *assistance* for the *activities of daily living*, physical and restorative therapy, nutritional services, and counselling;
- f)** home management services;
- g)** light work and household tasks and activities such as simple household repairs, meal preparation, laundry services, and other incidental tasks that do not require the services of a trained aide or attendant;
- h)** home health aide services; or
- i)** other services needed to maintain or improve functional ability.

Home care services may be provided by a nurse, or by persons without professional skills or training working under the supervision of a *home care agency* or *home health care agency*. It does not include services provided by an immediate family member unless the immediate family member is being remunerated by a *home care agency* or *home health care agency* to provide the services to the insured.

Home Health Care Services: Medically necessary services recommended for the insured person by the *care coordinator* as part of the *plan of care* provided in the insured person's home that may include one or more of the following:

- a)** nursing services;
- b)** physical therapy;
- c)** speech therapy;
- d)** respiratory therapy;
- e)** occupational therapy; or
- f)** *hospice care*.

Home health care services may be provided through a *home health care agency* by a nurse, registered nurse assistant, licenced practical nurse, vocational nurse or equivalent, professional or paraprofessional or skilled care worker. It does not include services provided by an immediate family member unless the immediate family member is being remunerated by a *home care agency* or *home health care agency* to provide the services to the insured.

Long-Term Care Facility: expenses incurred during confinement in a *long-term care facility* for:

- a)** room and board;
- b)** ancillary services; or
- c)** patient supplies provided by the *long-term care facility*.

Exclusions

This contract does not cover any claims or expenses resulting in whole or in part, directly or indirectly, contributed to or by any of the following:

- a)** Any period of care that commenced prior to the effective date of this policy.
 - b)** Neurosis, psychoneurosis, psychopathy, psychosis or any other mental or nervous disorder without demonstrable organic disease except brain disorders with demonstrable organic cause (such as Alzheimer's disease and related dementia) if symptoms as exhibited or a diagnosis made.
 - c)** Alcoholism or alcohol use disorder, drug addiction or substance abuse except where the drug addiction was sustained or acquired at the hands of, or while under treatment by, a *physician* for an injury or illness.
 - d)** Committing or attempting to commit an illegal act, a criminal act or involvement in an illegal occupation by an insured person.
 - e)** An insured person's suicide or attempted suicide.
 - f)** An insured person's self-inflicted injury or attempted self-inflicted injury.
 - g)** War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country.
 - h)** An act, attempted act or omission taken or made by the insured person, or an act, attempted act or omission taken or made with the insured person's consent, for the purposes of interrupting the blood flow to the insured person's brain or to cause asphyxiation to the insured person whether with intent to cause harm or not.
 - i)** Service in, or training for, the armed forces, or organized reserve corps of any country or international authority.
 - j)** Any amounts in excess of the Lifetime Maximum shown in the Policy Schedule.
- The following exclusions apply only to the Additional Daily Benefit, Respite Care Benefit, Home Modification Benefit and Grief Counselling Benefit.**
- k)** Any services or supplies provided by an insured person or an immediate family member of the insured person or an individual who resides in the insured person's home, except when provided through a *home care agency* or a *home health care agency*.
 - l)** Treatment or services normally covered or reimbursable under a government plan or under other insurance the insured person might have or for which there would be no charge in the absence of insurance.
 - m)** Care or treatment provided outside Canada or the United States.
 - n)** Any charges for services for the comfort and convenience of the insured, including but not limited to: television, telephones, beauty care or entertainment.
 - o)** Charges for any drugs or medications whether prescribed by a *physician* or not.

Beneficiary

Any benefits payable under this policy are payable to *you* or *your spouse* or *your* legally appointed personal representative or to the provider. All payments made by or to the insurance provider will be in Canadian dollars.

Claims

Information about making claims can be obtained by contacting the Plan Administrator at:

LiUNAcare Local 183
1263 Wilson Avenue, Suite 205
Toronto, ON M3M 3G2
416-240-7487
1-888-790-3534
www.183membersbenefits.ca

Definitions

Assistance means either the physical assistance or the physical presence within arm's reach of the insured, of another person each time an activity is performed and without which the insured person would be unable to perform the *activity of daily living* or is necessary through physical intervention, to prevent injury to the insured person while performing an *activity of daily living*.

Care Coordinator means the company, including its licenced health care practitioners, appointed by the insurer to develop a comprehensive assessment of the insured person's long-term care needs and *plan of care*.

Chronically-Ill Insured Person means an insured person who has been determined by the *care coordinator* as unable to perform without *assistance* at least 2 of the *activities of daily living* due to a loss of functional capacity, or requiring continual supervision, which may include cueing by verbal prompting, gestures or other demonstrations, by another person to protect the insured person from threats to health and safety due to a *cognitive impairment*.

Cognitive Impairment means a deficiency in short or long-term memory, or orientation to person or place, or deductive or abstract reasoning, or judgment as it relates to safety awareness as certified by a *physician* and determined by the *care coordinator*, on the basis of clinical data and standardized measure, which, at a minimum, is demonstrated by an organic cause and which results in a person's inability to care for oneself without ongoing supervision from another person.

A cognitive impairment is not deemed to have an organic cause if it is the result of:

- a) neurosis;
- b) psychoneurosis;
- c) psychopathy;
- d) psychosis; or
- e) another mental or nervous disorder without the presence of a demonstrable organic disease.

Dependent Child(ren) means an unmarried natural, adopted or step-child of the insured or *spouse*, or a child for whom the insured or *spouse* is the legal guardian, who is under 21 years of age or 26 years of age if a full-time student, is not employed on a full-time basis and is dependent on the insured for support.

Home Care Agency means an agency or individual which charges a fee to:

- a) provide home care in accordance with the *plan of care*;
- b) maintain a daily written record of each client who receives services; and
- c) provides care which is documented on an itemized bill listing the type of services and the date provided.

Home Health Care Agency means an agency or individual which charges a fee to provide *home health care services* and, if required, is licensed in the jurisdiction where it is located. If no licensing is required the agency or individual must:

- a) provide home care in accordance with the *plan of care*;
- b) maintain a daily written record of each client who receives services; and
- c) provides care which is documented on an itemized bill listing the type of services and date provided.

Hospice Care means short-term supportive care for individuals who have a terminal medical condition which cannot be cured or adequately treated and is reasonably expected to result in death within 6 months which is focused on pain management, emotional, physical and spiritual support for patients and their family.

Long-Term Care Facility means a health-care facility designed for adults who require access to on-site 24-hour nursing care. Licenced in the jurisdiction where it is located it provides, in addition to room and board:

- a) nursing and personal support services by or under the supervision of a *physician* or a graduate registered nurse
- b) maintains a written *plan of care* for each resident based on assessment that sets out, the planned care for the resident, the goals the care is intended to achieve, and clear directions to staff and others who provide direct care.

A *long-term care facility* does not include a facility or part of a facility that is used primarily for rehabilitation, rest care, training or education, care of the aged or treatment of alcoholism, drug addiction or substance abuse, mental or nervous disorders without an organic cause.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices and who is not a member of the insured person's immediate family.

Plan of Care means a written plan, as updated from time to time, developed by the *care coordinator* which confirms that the insured person satisfies the definition of *chronically-ill insured person*, and sets out the type, frequency and providers of care services for the insured for necessary diagnostic, preventative, therapeutic, curing, treating, mitigating, and rehabilitative services, and any *home care services* or *home health care services* that are required by the insured.

Spouse means the person to whom the insured person is legally married or with whom the insured person has been living with in a common-law relationship for at least the last 12 months.

Sum Insured means the maximum amount payable either per day or in aggregate for each benefit under this policy.

You, Your means an insured person under this policy.

This brochure has been prepared in connection with a group plan underwritten by Berkley Insurance Company. It outlines the main features of *your* group Long-Term Care insurance plan through Local 183 Members' Benefit Trust Fund, but the policy issued by Berkley Insurance Company is the governing document. If there are any variations between this brochure and the provisions of the policy, the policy will prevail.

For further information about *your* plan, please contact *your* Plan Administrator:

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For Members, Retired Members
and Their Spouses

Policy Number
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Feel the Power